

Return Address:

Paul Lambson
PO Box 430
Battle Ground, WA 98604

<i>Document Title(s) or transactions contained herein:</i> Declaration of Covenants, Conditions and Restrictions for Amber Oaks Subdivision
<i>GRANTOR(S) (Last name, first name, middle initial)</i> Lambson, Paul etux <input type="checkbox"/> Additional names on page ____ of document.
<i>GRANTEE(S) (Last name, first name, middle initial)</i> Amber Oaks <input type="checkbox"/> Additional names on page ____ of document.
<i>LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)</i> Amber Oaks, Lots 1 thru 13. Book B page 117 <input type="checkbox"/> Complete legal on page ____ of document.
<i>REFERENCE NUMBER(S) of Documents assigned or released:</i> Book B, page 117 <input type="checkbox"/> Additional numbers on page ____ of document.
<i>ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER</i> 2-7-20-208, 223 thru 234 <input type="checkbox"/> Property Tax Parcel ID is not yet assigned <input type="checkbox"/> Additional parcel numbers on page ____ of document.
The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
AMBER OAKS

This declaration is made on the date set forth below by Paul and Sally Lambson (hereinafter referred to as "Declarant").

Witnesseth; whereas Declarant is the owner of certain real property in Skamania County, State of Washington, more particularly described on the legal description attached hereto as Exhibit "A" and incorporated herein fully by this reference. A map of Amber Oaks is attached hereto as Exhibit "B" and incorporated herein fully by this reference.

Now, Therefore, Declarant hereby declares that all of the property described above, shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

ARTICLE I
Definitions

1. "Owner" refers to the record holders of a fee interest, grantors under a deed of trust, and contract purchasers who are in possession of a Lot. Declarant shall be considered the Owner of all Lots which it has not yet sold or which it reacquires.

2. "Property" shall mean and refer to that certain real property hereinbefore described and referenced on the attached Exhibit "A".

3. "Lots" shall mean and refer to any parcel of land of the Property.

4. "Development Period" means the period of time from the recording of the declaration until such time as all Lots within the plat of Amber Oaks are sold and developed with single-family residences.

ARTICLE II
Use Restrictions

1. Enjoyment and Maintenance of Property. The Owners shall use their respective properties to their own enjoyment in such a manner so as not to offend or detract from other Owners enjoyment of their own respective properties. The maintenance, upkeep and repair of Lots shall be the sole responsibility of the individual Owners, and not the responsibility of other Lot Owners. Owners shall maintain their Lots and any and all appurtenances in good order, Declaration of Covenants, Conditions and Restrictions for Amber Oaks-page 1

condition and repair, and in a clean, sightly and sanitary condition at all times. Without limitation

as to the foregoing, each Owner shall be obligated to maintain the landscaping on their Lot in a healthy and attractive state and in a manner comparable to that on the other Lots in Amber Oaks. Upon improvement, each Lot shall be reasonably landscaped to include a combination of lawn, trees, shrubs or other decorative vegetation. Each Lot Owner shall either personally or through the services of a gardener or landscape contractor control the spread of weeds and underbrush and maintain the Lot in a clean, sightly, attractive and sanitary condition. No Lot Owner shall make substantial changes in natural topography, including but not limited to drainage and ground support, so as to create a hazard or nuisance for other Lot Owners.

2. Temporary Structures. No structure of a temporary character such as trailer, shack, tent, garage, barn or other out building shall be used, moved or placed on any Lot at any time as a residence or outbuilding, except that a mobile home may be used for a period of six (6) months while a permanent residence is under construction.

3. Nuisances. No noxious or offensive activity shall be carried on upon the Property or Lots nor shall anything be done thereon which may become a nuisance as such as defined by the laws of the State of Washington of Skamania County.

4. Inoperable Automobiles. Inoperable cars and trucks or other unsightly vehicles shall not be parked or stored on any Lot in view of the roads or other Lots, and shall be parked or stored behind a fenced enclosure or garaged. Automobile, truck and vehicle dismantling shall be prohibited on Lots and the Property.

5. Trash and Trash Containers. All garbage or trash containers must be stored within a permanent structure where they are not visible from outside the premises. No trash, garbage, discarded equipment, rubbish, ashes, yard rakings or other materials resulting from landscaping activity, or other refuse, shall be thrown, dumped, or allowed to accumulate on any Lot, building site, street or driveway.

6. Building Type and Completion. When construction on any Lot has begun, it must be pursued to completion with diligence and finished within twelve (12) months from the issuance of the building permit. Other than outbuildings and appurtenant structures associated with a residence, no building shall be erected, placed or permitted to remain on any Lot other than one single-family dwelling containing not less than 1200 finished square feet of livable enclosed floor area. All outbuildings or other structures shall be constructed with the same exterior finish and roof as the main dwelling existing or approved on the Lot. All outbuildings or other structures shall be located and constructed in conformity with applicable federal, state and local statutes, codes and regulations. Manufactured and or Modular homes shall be 2000 models or newer. If building their own home, the Lot owner agrees to provide the developer with one copy of the plans and specifications for the proposed Manufactured home, Modular or stick built home and understand that the developer has the authority to approve or decline any plans submitted for review. Plan changes are also subject to review and approval by Amber Oak's developer.

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Lot Owners shall have a garage and/or carport within 2 years of the building permit issue date. Exterior colors will be of an earthtone color. Colors are subject to approval or decline by Amber Oaks developer.

7. Pets. Owners shall observe and obey all laws applicable to residents of Skamania County pertaining to care, control and husbandry of animals and pets. Animals and pets shall be attended at all times. In no event shall any animal or pet be allowed to run free away from its Owner's Lot without a leash, or so as to create a nuisance. Pets and animals shall not create a visual, auditory, olfactory, or aesthetic nuisance or annoyance to the neighborhood. No pet or animal may be kept if it is a source of annoyance or a nuisance.

8. Recreational Vehicles and Motor Homes. No trailers, motor homes, trailered or non-trailered boats or recreational vehicles of any size or type shall be allowed to be stored on the Property or any Lot or street unless they are stored beyond the front line of the residence behind a fenced enclosure and parked on a hard-top surface, preferably located adjacent to the garage. Bona fide guest recreation vehicles are exempt from this provision for a period not to exceed one month.

9. Covenants, Conditions and Restrictions, Changes. To change any of the Covenants, Conditions and Restrictions of Amber Oaks, it will take a 75% vote of all Lot Owners.

Paul Lambson
Declarant

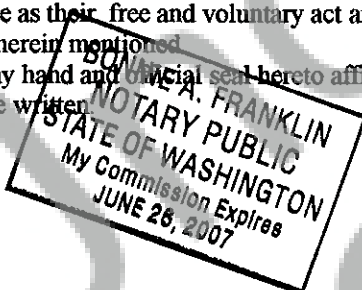
Sally Lambson
Declarant

State of Washington)

County of Clark :SS

On this 11th day of February, 2004, Paul Lambson and Sally Lambson personally appeared before me, to me known to be the Declarant and Owner of Amber Oaks Plat, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.



Bonnie A. Franklin
NOTARY PUBLIC in and for the
State of Wash residing
at: Vancouver, WA
My Commission Expires: June 26, 2007

Exhibit "A"

Lot C-45, Plat of Relocated North Bonneville - Second Addition, recorded in Book 'B' of Plats,
Page 77 in the County of Skamania, State of Washington.

Lots 1 thru 13, Amber Oaks Book B, page 117. S&L

Amber Oaks Subdivision

Unofficial
Copy